

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DE LAGE LANDEN FINANCIAL	:	CIVIL ACTION
SERVICES, INC.	:	
	:	
v.	:	
	:	
SPRINT SPECTRUM, L.P.	:	NO. 02-CV-748

ORDER - MEMORANDUM

AND NOW, this 15<sup>th</sup> day of August, 2002, the “Motion to Vacate Order Dismissing Action with Prejudice Pursuant to Local Rule 41.1(b)” of plaintiff De Lage Landen Financial Services, Inc. is denied.

A dismissal upon settlement under Local Rule 41.1(b) “may be vacated, modified, or stricken from the record, for cause shown, upon the application of any party served within ninety (90) days of the entry of such order of dismissal.” L.R. Civ. P. 41.1(b). On May 7, 2002, a 41.1(b) dismissal was entered at the parties’ request. Plaintiff’s motion to vacate the dismissal does not request enforcement of the parties’ settlement agreement, but a re-opening of the underlying contract action apparently to obtain relief not provided for in the settlement agreement.<sup>1</sup> Given that plaintiff has accepted payments in full, albeit

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<sup>1</sup>It is undisputed that, on May 21, 2002, plaintiff received from defendant Sprint Spectrum L.P., in accordance with the undated settlement agreement and mutual releases, a payment of \$37,043.66. This amount represented the delinquent amount alleged to be owed by defendant on two equipment leases through May 31, 2002. On July 24, plaintiff filed the instant motion, asserting: 1) that it had not received additional monthly payments due under the leases and the agreement; and 2) its belief that two of the leased copiers were moved without notice in violation of the leases and the agreement. Defendant responded that “payments were not reaching plaintiff . . . because plaintiff continued to send invoices to Minnesota while the copiers had been relocated pursuant to the settlement agreement to Kansas City.” Defendant’s Response at 3. It is undisputed that  
(continued...)

they may have been somewhat untimely, it has not shown cause under Local Rule 41.1(b) to vacate the dismissal order<sup>2</sup> and, in effect, set aside the settlement agreement.

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Edmund V. Ludwig, J.

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( . . . continued )

plaintiff has now accepted full payment from defendant on both leases for June, July, and August 2002.

<sup>2</sup>Good cause has been found where the parties did not have a meeting of the minds on all issues so as to settle the matter, Max Control Systems v. Industrial Systems, No. CIV.A. 99-2175, 2001 WL 1160760, at \*3 (E.D.Pa. Jul. 30, 2001), or where the dismissal order was prematurely entered, Webb v. City of Philadelphia, No. CIV.A. 98-2261, 2000 WL 502711, at \*1 (E.D.Pa. Apr. 27, 2000). Change of mind, though perhaps not at issue here, is not good cause. McCune v. First Judicial District, Probation Dept., 99 F.Supp. 2d 565, 566 (E.D.Pa. 2000).